

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

PURPLE BIOTECH LTD.,

Plaintiff,

v.

LUPIN LTD, and
LUPIN PHARMACEUTICALS, INC.,

Defendants.

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: Case No. 20-cv-12849-CCC-MF
:
: Hon. Claire C. Cecchi U.S.D.J.
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CONSENT JUDGMENT

Plaintiffs Purple Biotech Ltd. (hereinafter “Purple”), and Defendants Lupin Ltd and Lupin Pharmaceuticals, Inc. (hereinafter collectively “Lupin”), the parties in the above-captioned action, have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Settlement Agreement (the “Settlement Agreement”). Now the parties, by their respective undersigned attorneys, hereby stipulate and consent to entry of judgment and an injunction in this action as follows:

IT IS this 22nd day of October, 2021:

ORDERED, ADJUDGED AND DECREED as follows:

1. This District Court has jurisdiction over the subject matter of the above action and has personal jurisdiction over the parties.
2. As used in this Consent Judgment, (i) the term “ANDA Product” shall mean a drug product sold, offered for sale or distributed pursuant to Abbreviated New Drug Application No. 215112 (and defined in greater detail in the Settlement Agreement); the term “CONSENSI Patents” shall mean United States Patent Numbers 9,408,837; 10,350,171; 10,925,835; and 10,945,960 and (iii) the term “Affiliate” shall mean any entity or person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Lupin; for purposes of this definition, “control” means (a) ownership, directly or through one or more intermediaries, of (1) more than fifty percent (50%) of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or (2) more than fifty percent (50%) of the equity interests in the case of any other type of legal entity or status as a general partner in any partnership, or (b) any other arrangement whereby an entity or person has the

right to elect a majority of the Board of Directors or equivalent governing body of a corporation or other entity or the right to direct the management and policies of a corporation or other entity.

3. Unless otherwise specifically authorized pursuant to the Settlement Agreement, Lupin, including any of its Affiliates, successors and assigns, is enjoined until the Entry Date (as defined in the Settlement Agreement) or earlier as permitted by the Settlement Agreement, from infringing the CONSENSI Patents, on its own part or through any Affiliate, by making, having made, using, selling, offering to sell, importing or distributing of the ANDA Product in or for the Territory (as defined in the Settlement Agreement).

4. Consistent with the Settlement Agreement, Lupin agrees not to challenge or otherwise dispute or contest the validity, enforceability or patentability of any of the CONSENSI Patents solely with respect to the ANDA Product.

5. Compliance with this Consent Judgment may be enforced by Purple and its successors in interest, or assigns, as permitted by the terms of the Settlement Agreement.

6. This District Court retains jurisdiction to enforce or supervise performance under this Consent Judgment and the Settlement Agreement.

7. All claims, counterclaims, affirmative defenses and demands in this action are hereby dismissed with prejudice and without costs, disbursements or attorneys' fees to any party.



Claire C. Cecchi, U.S.D.J.

We hereby consent to the form and entry of this Order:

Dated: October 13, 2021

/s/ Harvey Bartle IV

Harvey Bartle IV
Attorneys for Purple Biotech Ltd.

/s/ Lance A. Soderstrom

Lance A. Soderstrom
Attorneys for Lupin Ltd and Lupin Pharmaceuticals,
Inc.